

FIRE PROTECTION AGREEMENT  
STATE OF CALIFORNIA - COUNTY OF \_\_\_\_\_

THIS AGREEMENT, made this 1st day of July, 2002, between the County of \_\_\_\_\_, through its Board of Supervisors, hereinafter called COUNTY, and the State of California, Department of Forestry and Fire Protection (CDF), with the approval of the Department of General Services, through duly appointed, qualified, and acting officers, hereinafter called STATE.

**RECITALS**

1. There are within COUNTY areas designated by the State Board of Forestry as State Responsibility Areas (SRA) for fire protection through authority vested in STATE by Section 4125 of the Public Resources Code.
2. STATE, under authority of Public Resources Code Section 4141, may assign responsibility to a Federal Forest Agency within COUNTY for the prevention and suppression of all fires on State Responsibility Areas within Federal Forest Agency's Direct Protection Areas.
3. Designated State Responsibility Areas in Federal Forest Agency's Direct Protection Areas are delineated on maps on file with STATE in Sacramento, California.
4. COUNTY, by authority of Public Resources Code Section 4129, has elected to assume responsibility for the prevention and suppression of all fires on State Responsibility Areas within COUNTY's SRA Protection Areas (CPA).
5. Designated State Responsibility Areas in COUNTY's SRA Protection Areas are delineated on maps on file with STATE in Sacramento, California.
6. STATE recognizes the capability and efficiency of the COUNTY fire protection organization now maintained by the COUNTY and its qualification to provide the fire protection services described within this agreement.
7. COUNTY has the responsibility for providing life and property fire protection in areas designated as State Responsibility Areas within COUNTY SRA Protection Areas.

8. Under the Budget Act, and in accordance with the STATE's Fire Protection Plan, there is annually appropriated to the Department of Forestry and Fire Protection from the General Fund of the STATE, monies for wildland fire protection in said COUNTY.
9. Under the authority of Section 4135 of the Public Resources Code, monies paid by STATE to COUNTY shall be expended by COUNTY for the sole purpose to fund the fire suppression resources outlined in the "Gray Book", a copy which is attached marked Exhibit "A" of this Agreement, for fire prevention, pre-suppression forces preparedness, and suppression of all fires on State Responsibility Areas within COUNTY's SRA Protection Areas; and
10. STATE, by authority of Section 4475 of the Public Resources Code, may enter into contracts for prescribed burning on wildlands.

#### TERMS AND CONDITIONS

THEREFORE, it is mutually agreed as follows:

11. STATE shall supply to COUNTY, the Gray Book, which outlines and describes the organization to be funded by the STATE to provide fire protection services on a total of approximately \_\_\_\_\_ acres of State Responsibility Area within COUNTY's SRA Protection Areas.
12. COUNTY shall provide to STATE a plan of operations and organization for the COUNTY department contemplated hereunder on forms approved by the STATE, a copy of which is attached marked Exhibit "B" of this Agreement, which shall show that COUNTY organization is capable of meeting the requirements set forth in the "Gray Book."
13. STATE shall jointly develop and annually review an Operating Plan with the COUNTY that will document those factors specific to that COUNTY. The factors may include specific dispatching procedures, pre-approved initial attack dispatch levels, agency fire protection organization, reimbursement criteria, and other elements agreed to by the STATE and the COUNTY.
14. The STATE'S designated representative shall annually examine, on-the-ground with the COUNTY'S designated representative, the facilities and services the COUNTY has made available in order to ascertain whether the terms of the agreement have been met. Notwithstanding the foregoing, COUNTY shall permit

inspection, at any time by representatives of STATE, of crews, vehicles, property and other components of the organization established under the terms of this agreement.

15. Should the operations or organization of COUNTY, in judgement of the STATE, fail to meet the standard of protection required by this agreement, the STATE shall so inform COUNTY and take any reasonable action to maintain the required level of fire prevention and suppression capability.
16. For the purpose of effecting mutual aid in times of fire emergency, either STATE or COUNTY may contribute without cost to the other, such persons and facilities as the contributing party may be willing and able to contribute, and which the receiving party may be willing to accept and direct; this provision shall not abrogate the terms and conditions specified in any other written agreement entered into by the parties hereto, for the specific purpose of exchanging fire control forces, either on a voluntary or upon a pay basis.
17. Rewards as provided in Public Resources Code Section 4417, may be paid by STATE from funds not included in this contract upon recommendation of the Chief of the COUNTY department.
18. COUNTY shall furnish adequate supervision for said fire protection through a qualified and duly appointed Chief Officer of the department providing services contemplated hereunder. When it becomes necessary to contract for the services of other entities to suppress a wildland fire on State Responsibility Area within COUNTY's SRA Protection Areas, STATE agrees to accept its proportionate level of financial responsibility for those contracts and services required to protect State Responsibility Areas within COUNTY's SRA Protection Areas, provided that the COUNTY obtains prior approval from STATE and exercises reasonable care and due diligence in the selection and the supervision of the contracting entities.
19. COUNTY shall submit, when required by the STATE, reports relating to fire occurrence and history, law enforcement, personnel status, and fire prevention activity.
20. COUNTY shall annually appropriate and expend a sum not less than the amount established annually in the STATE'S Budget Act for said COUNTY for the purpose of preventing and suppressing forest fires as defined in Section 4103 of the Public Resources Code, on the designated State Responsibility Areas within COUNTY's SRA Protection Areas during the term of this agreement.
21. COUNTY shall keep accurate accounts and records of funds expended to accomplish the purpose of this agreement, and to make such accounts and records available at all times during the term of this agreement and

during a period of three years after final payment under this agreement for examination and audit by authorized agents of the State of California, including the STATE Auditor General; examination and audit shall be confined to those matters connected with performance of the agreement, including, but not limited to, the cost of administering the agreement.

22. COUNTY shall request payment in an amount not to exceed the sum designated in paragraph 24 of this Agreement in the manner described hereinafter.
23. COUNTY shall prepare and submit invoices to STATE monthly, quarterly, semi-annually, or annually at COUNTY'S option, in arrears after STATE has certified that such services have been satisfactorily provided in accordance with this agreement, during the period covered by said invoice. The final statement for any fiscal year covered by this agreement shall be submitted no later than sixty days following the end of that fiscal year.
24. STATE shall annually pay to COUNTY that amount which is set forth in the STATE'S budget for each fiscal year involved as the STATE'S contribution to the support of the organization maintained by COUNTY for the prevention and suppression of wildland fires on lands described herein. The total amount payable by STATE to COUNTY shall not exceed \$\_\_\_\_\_ during the term of this agreement. This amount shall not include payments to the COUNTY for COUNTY resources used to suppress state responsibility fires under conditions set forth in paragraph 25 of this Agreement.
25. COUNTY may use and bill STATE for COUNTY funded engine companies, bulldozers, handcrews, aircraft, and specialized equipment when used to protect STATE interests. Under certain conditions as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement, COUNTY may also bill STATE for STATE-funded COUNTY engine companies and bulldozers. These reimbursements to COUNTY will be from the STATE Emergency Fund and shall be in addition to the annual payment amount described in paragraph 24 of this Agreement.

The following conditions shall apply for reimbursement of COUNTY engine companies, bulldozers, aircraft, handcrews, and specialized equipment:

## A. ENGINE COMPANIES

- (1) STATE shall reimburse COUNTY for engine companies when used on a State Responsibility Area wildland fire within the COUNTY's SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
- (2) STATE shall reimburse COUNTY for engine companies that provide move-up and cover to STATE-funded COUNTY stations within the COUNTY when such cover assignments are the result of a State Responsibility Area wildland fire within COUNTY's SRA Protection Areas. Specific conditions for approval of move-up and cover assignments shall be outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
- (3) Reimbursement of COUNTY engine companies shall be based on COUNTY rates on file with STATE at time of initial dispatch.

## B. BULLDOZERS

- (1) STATE shall reimburse COUNTY for COUNTY bulldozers when used on a State Responsibility Area wildland fire within COUNTY's Direction Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
- (2) Payment of County bulldozers, transports, and operators shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (3) County bulldozers billed to STATE must be identified by an incident order and request number and the associated cost; such costs shall be limited to dozer transport and operator, and dozer and operator.
- (4) COUNTY shall provide STATE a list of bulldozers, size, model, and identification number, which shall be subject to this agreement. These shall be included in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.

C. AIRCRAFT

- (1) STATE shall reimburse COUNTY for COUNTY aircraft when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
- (2) Reimbursement of COUNTY aircraft shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (3) STATE shall pay aircraft pilots at COUNTY rate.
- (4) STATE shall pay for one air tactical officer accompanying a COUNTY fixed-wing aircraft and one crew member assigned to each COUNTY helicopter at the COUNTY rate.
- (5) COUNTY aircraft billed to STATE must be identified by an incident order and request number and the associated cost.
- (6) COUNTY shall provide STATE a list of aircraft by make, model and aircraft identification number, which shall be subject to this agreement. These shall be included in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.

D. SPECIALIZED EQUIPMENT

- (1) STATE shall reimburse COUNTY for COUNTY specialized equipment when used on a State Responsibility Area wildland fire within COUNTY SRA Protection Areas-in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
- (2) For the purpose of this agreement, Specialized Equipment shall include but is not limited to dozer tenders, helitenders, water tenders, communications units, and mobile kitchen or food service units. Other kinds of specialized equipment may be eligible for reimbursement if authorized by STATE.

- (3) Reimbursement of COUNTY specialized equipment shall be based on COUNTY operating rates on file with STATE at time of initial dispatch.
- (2) COUNTY specialized equipment billed to STATE must be identified by an incident order and request number and the associated cost; such cost shall be limited to the cost of the equipment usage and equipment operator.

E. HAND CREWS

STATE shall reimburse COUNTY for COUNTY hand crews when used on a State Responsibility Area wildland fire within COUNTY's SRA Protection Areas in accordance with criteria for determining reimbursement eligibility as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.

When the State Department of Corrections or other State Agency pays the base salary of a hand crew, including COUNTY fire department supervisors, correctional officers and inmates, then STATE shall only pay those costs which exceed the basic salary of the crew (e.g. overtime and incidental operating expenses) accrued on the emergency. The STATE shall pay only for additional COUNTY personnel needed as crew strike team leaders to a limit of one strike team leader per crew strike team as defined in ICS standards for a crew strike team and for one technical specialist-crews per incident.

F. NOTIFICATION

- (1) Whenever COUNTY expects payment for services under the provisions of this paragraph, COUNTY must notify STATE of the commitment of any of these resources that have been pre-approved for use as an element of initial attack and so documented in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement. This notification must occur in a timely manner so that an appropriate audit trail can be established.
- (2) For those resources employed after initial attack, notification will occur when the request for approval of use is made to STATE.

26. STATE shall reimburse COUNTY for COUNTY resources (equipment and personnel) when ordered by STATE or COUNTY in support of a special staffing pattern in accordance with conditions for approval of a special staffing pattern as outlined in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
27. COUNTY resources (equipment and personnel) requested directly by STATE for an out-of-county assignment will be reimbursed as Assistance-for-Hire for actual costs incurred by COUNTY.
28. For any State Responsibility Area wildland fire where costs are incurred pursuant to the terms of this AGREEMENT, STATE and COUNTY will comply with the processes and procedures for incident billing established in the STATE/COUNTY Operating Plan described in paragraph 13 of this Agreement.
29. In the event STATE during the term of this agreement increases salary, augments staffing or other expense items, having the effect of increasing such cost, the Gray Book may be amended to reflect such increase provided that funds have been appropriated and are available for such purpose. Similarly, in the event STATE receives a budget reduction having the effect of decreasing such cost, the Gray Book may be amended to reflect such decrease. In the event no appropriation is made for the purpose of this agreement, the obligations of the parties to each other under this agreement shall cease and this agreement shall become null and void.
30. The term of this agreement shall be from July 1, 2002, through June 30, 2005. It may be terminated by either party giving one-year notice to the other party or provisions herein amended and/or modified upon mutual consent of the parties hereto.
31. The following provisions with regard to Fair Employment and Housing shall be applicable to this agreement.
  - A. In the performance of this agreement, the COUNTY and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The COUNTY and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The COUNTY and subcontractors shall comply with the provisions of the Fair



Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. The COUNTY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The COUNTY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

- B. The COUNTY will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this agreement.
  
- C. Remedies for willful violation:
  - (1) The STATE may determine a willful violation of the Fair Employment and Housing provisions to have occurred upon receipt of a final judgement having that effect from a court in an action to which COUNTY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the COUNTY has violated the California Fair Employment and Housing Act and has issued an order, under Government Code Section 12970; which has become final, or obtained a judgement and order of enforcement pursuant to Government 12973 or temporary or preliminary relief pursuant to Government Code Section 12974.
  
  - (2) For willful violation of this Fair Employment and Housing provision, the STATE shall have the right to terminate this agreement either in whole or in part, and any loss or damage sustained by the STATE in securing the goods or services hereunder shall be borne and paid for by the COUNTY and by their surety under the performance bond, if any, and the STATE may deduct from any monies due or that thereafter may become due to the

COUNTY the difference between the price named in this agreement and the actual cost to the STATE.

32. COUNTY shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.

33. It is hereby understood and agreed that:

A. In the event STATE or COUNTY decides not to renew this agreement, STATE or COUNTY shall provide the other a minimum of 12 months written notice of such intention. If no such notice is received, and a new agreement has not been executed, this agreement shall be automatically extended on the same terms and conditions as contained herein, together with amendments if any, until the earlier of:

(1) The date on which a new renewal agreement is fully executed, or

(2) Termination of this holdover agreement by the mailing by either COUNTY or STATE of 12 months written notice to the other party.

B. Renewal agreements shall be retroactive to the end of the term of the present agreement. Any payments made during a holdover period shall, if necessary, be promptly adjusted to comply with payments called for in the new agreement. Such adjustments shall occur within 60 days after approval of the new agreement by the State Department of General Services. COUNTY shall invoice STATE for any billing correction made necessary because of changes in the contract rates.

C. The effectiveness of this paragraph 33 is conditional upon the lawful appropriation and availability of STATE funding for COUNTY'S services during the term of this agreement.

34. COUNTY shall comply with applicable rules and regulations for prescribed burning of wildlands as described in Sections 4461 to 4480 of Public Resources Code.

35. The STATE agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees, from and against any and all liability expense, including defense costs and legal fees, and claims

for damages of any nature whatsoever, arising solely out of performance by the COUNTY of approved vegetation management projects undertaken as part of fire prevention activities under this agreement.

36. Nothing herein shall be interpreted as obligating the COUNTY or the STATE to expend funds or as involving the COUNTY or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this agreement.

IN WITNESS THEREOF, the parties hereto have executed this contract as of the date first hereinabove written.

APPROVED AND RECOMMENDED FOR  
EXECUTION BY THE STATE:

\_\_\_\_\_  
REGION  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Region Chief  
\_\_\_\_\_  
Title

Date \_\_\_\_\_

DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Deputy Director for Fire Protection  
\_\_\_\_\_  
Title

Date \_\_\_\_\_

COUNTY OF \_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES

CDF # \_\_\_\_\_

### FUNDING INFORMATION

County of \_\_\_\_\_/Department of Forestry and Fire Protection

2002	418.10 -	00700 -	\$
2003	418.10 -	00700 -	\$
2004	418.10 -	00700 -	\$

Contingency for future increases - \$

**TOTAL AGREEMENT -** \$

### For State Use Only

AMOUNT ENCUMBERED BY THIS DOCUMENT  \$ *	PROGRAM/CATEGORY (CODE AND TITLE) Support		FUND TITLE General		<b>Department of General Services Use Only</b>
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 3540-001-0001	CHAPTER	STATUTE	FISCAL YEAR 02/03	
TOTAL AMOUNT ENCUMBERED TO DATE \$ *	OBJECT OF EXPENDITURE (CODE AND TITLE) * See funding information above				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
		DATE			
SIGNATURE OF ACCOUNTING OFFICER <b>X</b>					

☐ CONTRACTOR
 ☐ STATE AGENCY
 ☐ DEPT. OF GEN. SER.
 ☐ CONTROLLER
 ☐